

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20

City of Anderson

Employer

and

Case: 20-WH-21

General Teamsters, Professional, Health
Care and Public Employees, Local 137

Petitioner

RECOMMENDATION TO THE BOARD

On November 18, 2010, Petitioner filed this petition which requests, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, the National Labor Relations Board to certify the Petitioner as a bona fide representative of the employees employed by the Employer. The undersigned caused an investigation to be conducted and hereby reports as follows:

Recognition and Collective-Bargaining History

Sometime in about 1993, the Employer agreed to voluntarily recognize the Petitioner as the collective-bargaining representative for the following unit of employees:

Laborer, Custodian, Teen Coordinator, Sr. Citizens Coordinator, Clerk Typist, Clerk Typist II, Animal Control Assistant, Account Clerk, Public Safety Records Clerk, Secretary, Public Safety Dispatcher/Records Clerk, Animal Control Officer, Community Services Officer, Maintenance Worker, Lead Account Clerk, Lead Dispatcher/Records Clerk, Lead Maintenance Worker, Sr. Maintenance Worker, Wastewater Treatment Plant Operator, Recreation Supervisor, Account Clerk Supervisor, Engineering Technician, Fleet Maintenance Coordinator, Maintenance Working Supervisor, Parks Supervisor, Wastewater Collection Working Supervisor, Water Working Supervisor, Wastewater Treatment Plant Operator III, Building Inspector, Wastewater Treatment Plant Supervisor, and Assistant Planner.

This unit is covered by the parties' current collective bargaining agreement, with a term of July 1, 2010 to July 1, 2011. The agreement covers wages, hours of work, and other terms and conditions of employment for the employees in the represented unit.

Notice to Show Cause

On December 3, 2010, the Regional Director served on the Employer and the Petitioner a Notice to Show Cause, if any there be, as to why the Certification of Representative as Bona Fide should not issue as requested in the unit described above. The Employer posted the Notice on December 7, 2010 until approximately December 27, 2010 in the Employer's third floor City Hall Conference Room, second floor City Hall Copy Room, first floor City Hall Finance Bulletin Board, first floor City Hall Parks & Recreation Office Bulletin Board, Corporation Yard Bulletin Board, Wastewater Treatment Plant Bulletin Board, and the Police Department Break Room. Having received no response to the Notice to Show Cause, I recommend that a Certification of Representative as Bona Fide under Section 7(b) of the Fair Labor Standards Act of 1938 be issued.

DATED AT San Francisco, California this 16th day of February 2011.

/s/ Olivia Garcia

Olivia Garcia, Acting Regional Director
National Labor Relations Board, Region 20
901 Market St., Suite 400
San Francisco, California 94103

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**


City of Anderson	Employer	CASE: 20-WH-21
and		
General Teamsters, Professional, Health Care and Public Employees, Local 137	Petitioner	DATE ISSUED: February 16, 2011

AFFIDAVIT OF SERVICE OF Recommendation to the Board

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Dana Shigley, City Manager
City of Anderson
1887 Howard Street
Anderson, CA 96007

Dave Hawley, Secretary-Treasurer
Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

Subscribed and sworn to before me this 16th day of February 2011.	DESIGNATED AGENT  Wendell L. Choo NATIONAL LABOR RELATIONS BOARD
---	--

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20

City of Anderson

Employer

and

Case: 20-WH-21

General Teamsters, Professional, Health
Care and Public Employees, Local 137

Petitioner

RECOMMENDATION TO THE BOARD

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This unit is covered by the parties' current collective bargaining agreement, with a term of July 1, 2010 to July 1, 2011. The agreement covers wages, hours of work, and other terms and conditions of employment for the employees in the represented unit.

Notice to Show Cause

On December 3, 2010, the Regional Director served on the Employer and the Petitioner a Notice to Show Cause, if any there be, as to why the Certification of Representative as Bona Fide should not issue as requested in the unit described above. The Employer posted the Notice on December 7, 2010 until approximately December 27, 2010 in the Employer's third floor City Hall Conference Room, second floor City Hall Copy Room, first floor City Hall Finance Bulletin Board, first floor City Hall Parks & Recreation Office Bulletin Board, Corporation Yard Bulletin Board, Wastewater Treatment Plant Bulletin Board, and the Police Department Break Room. Having received no response to the Notice to Show Cause, I recommend that a Certification of Representative as Bona Fide under Section 7(b) of the Fair Labor Standards Act of 1938 be issued.

DATED AT San Francisco, California this 16th day of February 2011.



Olivia Garcia, Acting Regional Director
National Labor Relations Board, Region 20
901 Market St., Suite 400
San Francisco, California 94103

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

City of Anderson

Employer

and

CASE: 20-WH-21

General Teamsters, Professional, Health Care and Public
Employees, Local 137

Petitioner

DATE ISSUED: December 3, 2010

AFFIDAVIT OF SERVICE OF Notice to Show Cause

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Dana Shigley, City Manager
City of Anderson
1887 Howard Street
Anderson, CA 96007

Dave Hawley, Secretary-Treasurer
Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

Subscribed and sworn to before me

this 3rd day of December 2010.

DESIGNATED AGENT

Wendell L. Choo
Wendell L. Choo

NATIONAL LABOR RELATIONS BOARD



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
Region 20

901 Market Street, Suite 400
San Francisco, California 94103-1735

Telephone: 415/356-5130

FAX: 415/356-5156

Website: www.nlr.gov

Board Agent's E-Mail: Scott.Smith@nlrb.gov

December 3, 2010

Dana Shigley, City Manager
City of Anderson
1887 Howard Street
Anderson, CA 96007

Dave Hawley, Secretary-Treasurer
Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

Re: **City of Anderson**
Case 20-WH-21

Gentlepersons:

Enclosed is the Notice to Show Cause in the above-referenced case. The Employer is hereby requested to post copies of the Notice at its facilities where employees are employed in locations where notices to employees are customarily posted until December 27, 2010. Also enclosed please find a Certificate of Posting, which I request that you complete and mail back in the return envelope provided. Thank you for your cooperation.

Very truly yours,

Joseph F. Frankl
Regional Director

wc

Enclosures

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 20

City of Anderson

Employer

and

Case: 20-WH-21

General Teamsters, Professional, Health Care and
Public Employees, Local 137

Petitioner

NOTICE TO SHOW CAUSE

On November 18, 2010, Petitioner filed with this office a Request for Certification of Representative as Bona Fide Under Section 7(b) of the Fair Labor Standards Act of 1938. The Petitioner requests certification in a bargaining unit consisting of all employees employed in the following job classifications: Laborer, Custodian, Teen Coordinator, Sr. Citizens Coordinator, Clerk Typist, Clerk Typist II, Animal Control Assistant, Account Clerk, Public Safety Records Clerk, Secretary, Public Safety Dispatcher/Records Clerk, Animal Control Officer, Community Services Officer, Maintenance Worker, Lead Account Clerk, Lead Dispatcher/Records Clerk, Lead Maintenance Worker, Sr. Maintenance Worker, Wastewater Treatment Plant Operator, Recreation Supervisor, Account Clerk Supervisor, Engineering Technician, Fleet Maintenance Coordinator, Maintenance Working Supervisor, Parks Supervisor, Wastewater Collection Working Supervisor, Water Working Supervisor, Wastewater Treatment Plant Operator III, Building Inspector, Wastewater Treatment Plant Supervisor, and Assistant Planner.

All employees, persons and interested parties are hereby notified to show written cause, with supporting documentation, if any there be, as to why the Certification of Representative as Bona Fide should not issue as requested in the unit described above.

Such written show-cause should be submitted to the undersigned by the close of business
December 27, 2010.

SIGNED AT San Francisco, California this 3rd day of December 2010.



A handwritten signature in black ink, appearing to read "J. Frankl", is written over a horizontal line.

Joseph F. Frankl
Regional Director, Region 20
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

City of Anderson

Employer

and

General Teamsters Local 137 (International Brotherhood
of Teamsters)

Petitioner

CASE: 20-WH-21

DATE ISSUED: November 22, 2010

AFFIDAVIT OF SERVICE OF

**Request for Certification of Representatives as Bona Fide Under
Section 7(b) of the Fair Labor Standards Act of 1938**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by facsimile and regular mail upon the following persons, addressed to them at the following addresses:

VIA FACSIMILE AND REGULAR MAIL

City of Anderson
1887 Howard Street
Anderson, CA 96007

General Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

VIA REGULAR MAIL

Anderson Police Officers' Association
P.O. Box 1332
Anderson, CA 96007

Subscribed and sworn to before me

this 22nd day of November, 2010.

DESIGNATED AGENT

Susie Leue

NATIONAL LABOR RELATIONS BOARD

FORM NLRB-1026
(9-07)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE	
Case No.	20- W. H. -21
Docketed	11/18/2010

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE
UNDER SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

- Petitioner (Name and affiliation, if any) General Teamsters Local 137 (International Brotherhood of Teamsters)
- Employer City of Anderson
- Address of establishment 1887 Howard Street
Anderson, CA 96007
- Industry Public municipality
- Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)
- Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: CA G.C. 3500 et seq.)
- The following known labor organizations claim to represent employees at the above establishment:

General Teamsters Local 137
(Name of labor organization)

6/30/2011
(Contract expiration date, if any)

Anderson Police Officers' Assoc.
(Name of labor organization)

Unknown
(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

Subscribed and sworn to before me this 18th
day of November 20 10

at General Teamsters Local 137

3540 S. Market St., Redding, CA 96001

By [Signature]
(Signature and title of petitioner's representative)

3540 S. Market St., Redding, CA 96001
(Address)

530-243-0232
(Telephone number)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to refuse to invoke its processes.

FORM NLRB-1026
(9-07)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE	
Case No.	20- W. H.-21
Docketed	11/18/2010

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE
UNDER SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below

- Petitioner (Name and affiliation, if any) General Teamsters Local 137 (International Brotherhood of Teamsters)
- Employer City of Anderson
- Address of establishment 1887 Howard Street
Anderson, CA 96007
- Industry Public municipality
- Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)
- Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: CA G.C. 3500 et. seq.)
- The following known labor organizations claim to represent employees at the above establishment:

<u>General Teamsters Local 137</u> (Name of labor organization)	<u>6/30/2011</u> (Contract expiration date, if any)
<u>Anderson Police Officers' Assoc.</u> (Name of labor organization)	<u>unknown</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

Subscribed and sworn to before me this 18th
day of November 20 10

at General Teamsters Local 137

3540 S. Market St., Redding, CA 96001

By [Signature]
(Signature and title of petitioner's representative)

3540 S. Market St., Redding, CA 96001
(Address)

530-243-0232
(Telephone number)

PRIVACY ACT STATEMENT

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FORM NLRB-1026
(9-07)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

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Case No.	20- W. H. -21
Docketed	11/18/2010

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UNDER SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

- Petitioner (Name and affiliation, if any) General Teamsters Local 137 (International Brotherhood of Teamsters)
- Employer City of Anderson
- Address of establishment 1887 Howard Street
Anderson, CA 96007
- Industry Public municipality
- Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)
- Petitioner has has not been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: CA G.C. 3500 et. seq.)
- The following known labor organizations claim to represent employees at the above establishment:

<u>General Teamsters Local 137</u> (Name of labor organization)	<u>6/30/2011</u> (Contract expiration date, if any)
<u>Anderson Police Officers' Assoc.</u> (Name of labor organization)	<u>unknown</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

Subscribed and sworn to before me this 18th
day of November 20 10

at General Teamsters Local 137

3540 S. Market St., Redding, CA 96001

By [Signature]
(Signature and title of petitioner's representative)

3540 S. Market St., Redding, CA 96001
(Address)

530-843-0232
(Telephone number)

PRIVACY ACT STATEMENT

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
Region 20

901 Market Street, Suite 400
San Francisco, CA 94103-1735

Telephone 415/356-5130
FAX 415/356-5156
Website: www.nlrb.gov

November 22, 2010

City of Anderson
1887 Howard Street
Anderson, CA 96007

Re: City of Anderson
Case 20-WH-21

Dear Sir or Madam:¹

Enclosed herewith is a copy of petition which is a "Request for Certification of Representatives as Bona Fide under Section 7(b) of the Fair Labor Standards Act of 1938" that was filed by and received in this office on November 18, 2010.

Investigation of this matter has been assigned to **Scott M. Smith, (415)356-5170, and whose e-mail is Scott.Smith@nlrb.gov** will communicate with you promptly.

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Please be advised that under the Freedom of Information Act, unfair labor practice charges and representation petitions are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be

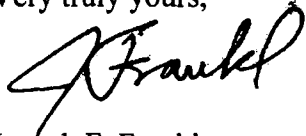
¹ The National Labor Relations Board will provide assistance to individuals with limited English. If you or anyone involved in this case needs assistance due to limited English, please advise this Office as soon as possible.

La Junta Nacional de Relaciones de Trabajo proveerá asistencia a personas con ingles limitado. Si usted u otra persona necesita ayuda en relación a este caso debido al ingles limitado, por favor avise a esta Oficina tan pronto posible.

November 22, 2010

assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

Very truly yours,



Joseph F. Frankl
Regional Director

Enclosures

cc: General Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

Anderson Police Officers' Association
P.O. Box 1332
Anderson, CA 96007

sl

Case Service Sheet**As of 11/22/2010****Case Number:** 20-WH-00021**Case Name:** City of Anderson

<u>Employer #1 Party:</u> City of Anderson 1887 Howard Street Anderson, CA 96007 E-Mail:	<u>Point of Contact:</u> Phone: (530)378-6626 Fax: (530)378-6648 Cell:
<u>Petitioner #1 Party:</u> General Teamsters Local 137 3540 S. Market Street Redding, CA 96001 E-Mail:	<u>Point of Contact:</u> Phone: (530)243-0232 Fax: (530)243-3115 Cell:
<u>Petitioner #1 Additional Service #1:</u> Anderson Police Officers' Association P.O. Box 1332 Anderson, CA 96007 E-Mail:	<u>Point of Contact:</u> Phone: Fax: Cell:

NLRB-2151
(8-95)

NATIONAL LABOR RELATIONS BOARD

TRANSMITTAL SLIP

DATE

February 17, 2011

TO

ROOM NO

Lester Heltzer
Office of Executive Secretary

11602

FROM

ROOM NO

Wendell Choo *WLC*
Secretary to ARD
Region 20, San Francisco

☐ NOTE AND FILE

☐ PREPARE REPLY FOR MY SIGNATURE

☐ NOTE AND RETURN TO ME

☐ TAKE APPROPRIATE ACTION

☐ RETURN WITH MORE DETAILS

☐ PER YOUR REQUEST

☐ NOTE AND SEE ME ABOUT THIS

☐ SIGNATURE

☐ PLEASE ANSWER

☐ FOR YOUR INFORMATION

☐ FOR YOUR APPROVAL

☐ INVESTIGATE AND REPORT

COMMENTS
260

***U.S.GPO 1992-0-328-**

Re: City of Anderson

Case#: 20-WH-21

Attached is Recommendation to the Board with ROF.

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400
San Francisco, CA 94103-1735
Telephone No. 415-356-5130

CERTIFICATE OF POSTING

PLEASE RETURN THIS CERTIFICATE, DULY SIGNED AND EXECUTED, TO
THE NATIONAL LABOR RELATIONS BOARD.

Re: City of Anderson
Case: 20-WH-21

The undersigned hereby states that a copy or copies of the Notice to Show
Cause requested to be posted in the above-entitled case were posted in the
following places: (List below the place or places where copies were posted.)

Date posted: 12/7/2010

1. 3RD Floor City Hall Conference Room
2. 2ND Floor City Hall Copy Room
3. 1ST Floor City Hall - Finance Bulletin Board
4. 1ST Floor City Hall - Parks & Rec Office Bulletin Board
5. Corp Yard Bulletin Board

Juanita Barnett

(Please print signer's name)

By: Juanita Barnett Title: City Clerk

Address where posted: (1-4) @ 1887 Howard St, (5) @ 2450 Barney St.
(Number and Street)

Anderson, CA 96007
(City/State/Zip)

Telephone Number: (530) 378-6646

Page 1 of 2

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400
San Francisco, CA 94103-1735
Telephone No. 415-356-5130

CERTIFICATE OF POSTING

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Re: City of Anderson
Case: 20-WH-21

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following places: (List below the place or places where copies were posted.)

Date posted: 12/7/2010

1. W.W. Treatment Plant Bulletin Board
2. Police Department Break Room
3. _____
4. _____
5. _____

Juanita Barnett
(Please print signer's name)

By: Juanita Barnett Title: City Clerk

Address where posted: (1)@ 2800 Ruggert Rd. (2)@ 2220 North St.
(Number and Street)

Anderson, CA 96007
(City/State/Zip)

Telephone Number: (530) 378-6646

Page 2 of 2

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400
San Francisco, CA 94103-1735
Telephone No. 415-356-5130

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2. 2ND Floor City Hall Copy Room
3. 1ST Floor City Hall - Finance Bulletin Board
4. 1ST Floor City Hall - Parks & Rec Office Bulletin Board
5. Courtyard Bulletin Board

Juanita Barnett
(Please print signer's name)

By: Juanita Barnett Title: City Clerk

Address where posted: (1-4) @ 1887 Howard St, (5) @ 2450 Barney St.
(Number and Street)
Anderson, CA 96007
(City/State/Zip)

Telephone Number (530) 378-6646

Page 1 of 2

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400
San Francisco, CA 94103-1735
Telephone No. 415-356-5130

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Case: 20-WH-21

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1. WW Treatment Plant Bulletin Board
2. Police Department Break Room
3. _____
4. _____
5. _____

Juanita Barnett
(Please print signer's name)

By: Juanita Barnett Title: City Clerk

Address where posted: (1)@ 2800 Ruggert Rd (2)@ 2220 North St
(Number and Street)

Anderson, CA 96007
(City/State/Zip)

Telephone Number: (530) 378-6646

Page 2 of 2

MODE = MEMORY TRANSMISSION

START=DEC-07 15:39

END=DEC-07 15:40

FILE NO.=866

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/EMAIL ADDRESS/TELEPHONE NO.	PAGES	DURATION
001	OK	2	915303706648	002/002	00:00:29

-NLRB REGION 20 -

***** -REGION 20 - *****

NATIONAL LABOR RELATIONS BOARD REGION 20

901 Market Street, Suite 400
San Francisco, California 94103-1735
Telephone: (415) 356-5130 Fax: (415) 356-5156

*** FAX ***

CONFIDENTIALITY NOTICE/OFFICIAL GOVERNMENT BUSINESS

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call, and return the communication to me at the address above via United States Postal Service. Thank you.

TO: Juanita Barnett

FROM: Scott Smith

DATE: 12-7-10

NUMBER OF PAGES: 2 (including this page)

PHONE NUMBER: (415) 356-5170

The Certificate of Posting

☐ Hard copy to follow by U.S. Mail

WARNING: Some fax machines still produce copies on thermal paper. The image is highly unstable and will deteriorate significantly in a few years. It should be copied on a plain paper copier if it is to be filed as an official NLRB record.

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400
San Francisco, CA 94103-1735
Telephone No. 415-356-5130

CERTIFICATE OF POSTING

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Re: City of Anderson
Case: 20-WH-21

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following places: *(List below the place or places where copies were posted.)*

Date posted: _____

1. _____
2. _____
3. _____
4. _____
5. _____

(Please print signer's name)

By: _____ Title: _____

Address where posted: _____
(Number and Street)

(City/State/Zip)

Telephone Number: _____

Smith, Scott M.

From: Juanita Barnett [jbarnett@ci.anderson.ca.us]

Sent: Tuesday, December 07, 2010 10:41 AM

To: Smith, Scott M.

Subject: Case 20-WH-21

We are in receipt of your letter dated December 3, 2010, regarding a Notice to Show Cause. The letter stated that a Certificate of Posting and return envelope were enclosed with the letter. The only document enclosed was the Notice to Show Cause. Can you email me a copy of the Certificate of Posting so that we can take care of this right away.

Thank you.

Juanita Barnett, CMC

City Clerk

City of Anderson

(530) 378-6646

(530) 378-6648 fax

12/7/2010

Smith, Scott M.

From: Juanita Barnett [jbarnett@ci.anderson.ca.us]

Sent: Tuesday, December 07, 2010 10:41 AM

To: Smith, Scott M.

Subject: Case 20-WH-21

We are in receipt of your letter dated December 3, 2010, regarding a Notice to Show Cause. The letter stated that a Certificate of Posting and return envelope were enclosed with the letter. The only document enclosed was the Notice to Show Cause. Can you email me a copy of the Certificate of Posting so that we can take care of this right away.

Thank you.

Juanita Barnett, CMC

City Clerk

City of Anderson

(530) 378-6646

(530) 378-6648 fax

12/7/2010

2-1-11

1030AM

Called City Manager Dana Shugley to inquire about the Certification of Posting. Left message.

2-1-11

Called Union Agent Dee Answorth. Informed her that I was calling the Employer to get them to send me the Certification. She said thank you.

2-1-11

Janita Barnett, the City Clerk, called. She said she would send me the Certificate of Posting.

2-14-11

2-14-11

I still have not received the certificate of posting. Called Barnett (530-378-6646) and left a message.

12-3-10

Spoke to Stanley.

He said that although the agreement appears to state that the City recognized 137 on June 15, 1993, he is not positive that is exactly correct. He feels more comfortable stating the date of recognition as sometime in about 1993.

There have been successor agreements since 2009 for the periods 7-1-09 to 7-1-10 and 7-1-10 to 7-1-11 (the current agreement). The unit remains as described in Exhibit A of the agreement.

The Anderson Police Officers Association is a separate organization representing Anderson's police. It has nothing to do with this petition. He just listed it on the request because ~~of the~~ of the way question 7 is phrased. He does not represent the police.

The notice to show cause should be sent for

posting to: Dana Shigley, City Manager
City of Anderson
1887 Howard St.
Anderson, Ca. 96007
530-378-6650

**AMENDMENT TO
ANDERSON GENERAL TEAMSTERS, PROFESSIONAL,
HEALTH CARE AND PUBLIC EMPLOYEES LOCAL 137
MEMORANDUM OF UNDERSTANDING**

This is an amendment to the 2005-2009 Memorandum of Understanding (MOU) between the City of Anderson (hereinafter the City) and the General Teamsters, Professional, Health Care and Public Employees Local 137 (hereinafter the Union) which MOU was approved by the City Council on October 18, 2005.

The City and the Union agree as follows:

1. Article 29.1 is amended to read, in part "... and shall remain in full force and effect until the first day of July 2011, and thereafter from year to year..."
2. All other terms and conditions of the MOU shall remain unchanged and shall continue in full force and effect.

FOR THE CITY:

Dana S. Hargrave
Name Date
10/13/10
[Signature]

FOR THE UNION:

[Signature] 10/4/10
Name Date

RECEIVED
NLRB, REGION 20
2010 NOV 22 A 8:22
SAN FRANCISCO, CA

IMPORTANT NOTICES TO LOCAL #137 MEMBERS

If you become unemployed in the jurisdiction of the Local Union, you will be issued a withdrawal card **on request**, providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal card is effective, and further provided that the **\$5.00 Withdrawal Card Fee** has been received in the Redding office.

If you are on a dues check-off status with your company and leave for any reason and your dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal card from our office.

Your monthly dues are to be **received** no later than the last **business** day of each month. We **do not** honor postmark dates. A \$5.00 late fee will be charged on any full or partial payment not received on time.

It is extremely important that you keep our office notified of any changes in your address, phone number, beneficiary, dependents, employer or wage rates. Just send us a note or give us a call at the numbers listed below.

Business Agents:

Gerry Flanigan
gerry@teamsters137.com

Dee Arrowsmith
dee@teamsters137.com

John McFall
john@teamsters137.com

3540 South Market Street
Redding, California 96001-3888

Phone: (530) 243-0232 Fax: (530) 243-3115
Toll Free Number: 1-888-243-0042

Office Manager:
Maureen "Moe" Martin
maureen@teamsters137.com

Bookkeeper:
Diana Tipton
diana@teamsters137.com

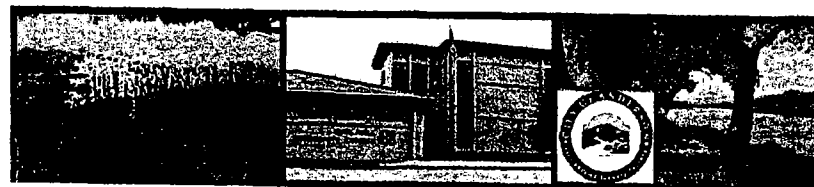


**GENERAL TEAMSTERS,
PROFESSIONAL,
HEALTH CARE
and
PUBLIC EMPLOYEES'
LOCAL #137**

Dave Hawley
Secretary-Treasurer
dave@teamsters137.com

**Collective Bargaining Agreement
with**

City of Anderson



July 1, 2005 - July 1, 2009

RECEIVED
NLRB: REGION 20

2010 NOV 22 A 8:23

SAN FRANCISCO, CA

MEMORANDUM OF UNDERSTANDING

Between

THE REPRESENTATIVES OF THE CITY OF ANDERSON

and

THE REPRESENTATIVES OF THE GENERAL TEAMSTERS,
PROFESSIONAL, HEALTH CARE
and PUBLIC EMPLOYEES

LOCAL 137

Effective: July 1, 1993

Amended: October 1, 1993

Amended: July 1, 1994

Amended: February 22, 1995

Amended: July 1, 1995

Amended: July 1, 1996

Amended: August 19, 1997

Amended: August 17, 1999

Amended: July 17, 2001

Amended: November 18, 2003

Amended Pursuant to City Council Resolution
Number 05-66 adopted October 18, 2005, to
become effective July 1, 2005, and Resolution
Number 05-82 adopted December 20, 2005.

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NOTE: The attached Exhibit A incorporates an amended Schedule of Wage Rates effective July 1, 2005, July 1, 2006, July 1, 2007 and July 1, 2008.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this fifteenth day of June 1993, by and between the representatives of the CITY OF ANDERSON (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the representatives of the General Teamsters, Professional, Health Care and Public Employees Local 137 (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Union,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, the Union and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1

Preamble

1.1 This Memorandum of Understanding supersedes and replaces all previous Memoranda of Understanding and Letter Agreements between the parties as well as all previous Minute Orders, Resolutions and Ordinances of the City Council which are in conflict with this Memorandum of Understanding.

1.2 The parties acknowledge the provisions of Chapter 10 (Sections 3500, et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.3 It is the policy of the City and the Union not to, and neither party will illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, age, color or national origin or Union membership or non-membership or the exercise of rights contained in Sections 3500, et. seq., of the Government Code of the State of California.

1.4 The City is engaged in rendering services to the public, and the City and the Union recognize their mutual obligation for the continuous rendition and availability of such services.

1.5 The City and the Union shall cooperate in promoting harmony and efficiency among City employees.

1.6 The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The parties agree that they will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milius-Brown Act and will make every effort to persuade their members to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the City Council for resolution of problems or disputes arising out of this Memorandum of Understanding or the bargaining process.

ARTICLE 2

Recognition

2.1 The City recognizes the Union as the Exclusive Representative of all employees of the City of Anderson who hold a classification listed on Exhibit "A" of this Memorandum of Understanding.

2.2 The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City for whom the Union is the established Exclusive Representative.

2.3 The Union is entitled to an annual total of three (3) man-days per year for each Shop Steward to be used for the purpose of excusing Shop Stewards from City duty, without pay, in order to participate in Union seminars or conferences.

ARTICLE 3

Management Rights

3.1 It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further, it is agreed by the parties that City Rights include, by way of illustration and not by way of limitation, the following: (a) The full and exclusive control of the management of the City. (b) The supervision of all operations, methods, processes and means of performing any and all work. (c) The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces. (d) The right to determine the work to be done by employees. (e) The right to establish reasonable qualifications for employment. (f) The right to establish reasonable work and productivity standards. (g) The right to assign overtime. (h) The right to make and enforce reasonable rules and regulations which are not in conflict with the provisions of this Memorandum of

Understanding. (i) The right to change or introduce new or improved operations, methods, means or facilities. (j) The right to establish budget procedures and financial allocations. (k) The right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and increase or reduce work hours of employees. (l) The right to suspend, discipline and discharge employees for just cause. (m) The right to contract out work to be done or services to be rendered consistently with past practices. (n) The right to transfer work into or out of the bargaining unit consistently with past practices. (o) The right to otherwise maintain an orderly, effective and efficient operation.

3.2 The City's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4

Union Rights

4.1 Official representatives of the Union will be permitted access to City property to confer with City employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Management.

4.2 The City will provide the Union adequate bulletin board space in a location accessible to all employees for the purpose of posting thereon matters relating to official Union business.

4.3 Any employee, at the employee's request, shall be permitted representation by a Union representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.

4.4 Joint Union-Management meetings shall be held as often as agreed upon by the Union and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings may be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

4.5 Upon request by the Union the City will provide a copy of the City Council meeting agenda.

ARTICLE 5

Union Security

5.1(a) Except for temporary employees, every employee covered by this Memorandum of Understanding shall, as a condition of employment: (1) become a member of the Union and maintain the employee's membership in the Union in good standing in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee shall tender, monthly, an agency fee in an amount equal to the amount of the monthly dues required of members; except that:

5.1(b) Any employee appointed to any classification out of the bargaining unit covered by this Memorandum of Understanding may withdraw from membership in Union and the employee's obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for City in a job classification not covered by this Memorandum of Understanding.

5.2 Any employee who is or who becomes a member of Union shall, as a condition of employment, maintain the employee's membership in Union in good standing in accordance with its Constitution and Bylaws.

5.3 The City shall deduct from their wages the regular membership dues of employees who are members of the Union or agency fees of other employees provided for in 5.1(a) or 5.1(b), and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

5.4 Deductions shall be made each pay-period and a check for the total monthly deductions shall be submitted to the General Teamsters Professional, Health Care and Public, Employees Local 137 within five (5) working days after the end of each month. The City will notify the Union each month at the time of the dues transmittal to Union of any changes since the previous dues transmittal and the reasons therefore.

5.5 Upon written request from the Union, the City shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

5.6 The form of payroll deduction authorization shall be approved by both the City and the Union.

5.7 The City shall provide all new employees with Union membership application forms and payroll deduction authorization forms, on or before the first day of employment. Such materials will be furnished to the City by the Union.

ARTICLE 6

Concerted Activities

6.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Union or by its officers, agents, or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity. Further, it is agreed and understood that the City shall not impose any lockout.

6.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding, and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

6.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the City.

Article 7

Grievance Procedure

7.1 A grievance is defined as any dispute or disagreement which may arise between the Union or an employee and the City with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual regular employee. Grievances shall be resolved pursuant to the provisions of this Article. Probationary employees shall not be entitled to process grievances with respect to matters of discharge, demotion or discipline. This shall not, however, prevent a probationary employee from enforcing any other rights under this Memorandum of Understanding. Grievant as used herein is defined as an employee or group of employees of the City or the Union.

7.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the grievant's representative and the immediate management-level supervisor, who will answer within seven (7) days. This step shall be started within seven (7) days of the date of the action complained of, or the date the grievant became aware of the incident which is the

basis for the grievance. This step may be taken during the working hours of the grievant.

7.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by either the grievant or the grievant's representative to the department head, who shall answer, in writing, within seven (7) calendar days. The second step shall be taken within seven (7) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.4 Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, by either the grievant or the grievant's representative to the City Manager, who shall answer, in writing, within seven (7) calendar days. The second step shall be taken within seven (7) calendar days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Union to mediation within seven (7) calendar days of the answer in Step Three. Whenever a grievance is referred to mediation, either party may request that the California State Mediation and Conciliation Service refer a state mediator. The state mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until a mediator has released the parties from the mediation process.

7.6(a) Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Union to arbitration. The fifth step shall be taken within seven (7) days of the date of the answer in Step Four.

7.6(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the City and Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The City and Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator, and his compensation and expenses shall be borne equally by the City and Union. The City and the Union shall pay

the compensation and expenses of their respective appointees and witnesses. At Union's request the City shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process. Expense items requested by both parties or the arbitrator such as court reporters, transcripts, or room rent shall be borne equally by the parties. Expense items requested by only one (1) party shall be paid for by the requesting party.

7.6(c) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the City, Union, and the aggrieved employee, provided, however, that such decision shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

7.6 (d) Grievances referred to arbitration that are appeals of disciplinary suspensions of five days or less, or a disciplinary action with an equivalent dollar value, shall be subject to expedited arbitration, with no attorneys, no court reporters, and an immediate bench decision made by the arbitrator.

7.7 Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by mutual agreement. Failure by the City or its representative to meet any of the aforementioned time limits will allow the grievant or the Union, as applicable, to proceed to the next step of the grievance procedure within seven (7) days of the last day for the City's answer as set forth above.

7.8 A grievant shall in no way interfere with the right of the City to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirements or directives, pending the final decision of the grievance.

7.9 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

ARTICLE 8

Safety

8.1 The City desires to maintain a safe place of employment for City employees and to that end City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

8.2 Regular safety meetings will be held for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders, and for training in first aid.

8.3 There shall be a member of the unit on the City's safety committee whose responsibility it is to review accidents and safety conditions and to make recommendations to City management. The representative shall be appointed by the Union.

8.4 Employees shall report unsafe equipment or working conditions to their immediate supervisor who shall determine the appropriate corrective action.

ARTICLE 9

Industrial Disability

9.1 The City, the Union, and individual employees agree that they will comply with all aspects of Workers' Compensation and Industrial Disability laws and will support the rights of both the injured employee and the City in complying with these laws.

9.2 Whenever an employee is absent from work as a result of a work related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, such employee may elect to utilize State Disability Insurance, accumulated sick leave, compensatory time off for overtime work, and accumulated vacation credits to supplement the employee's temporary disability indemnity payments up to a maximum of full salary.

9.3 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the City. Such employees shall be compensated at their regular rate of pay while engaged in such temporary duties. The City may require an employee requesting to return to work after an absence caused by industrial disability to submit to a medical examination, at no expense to the employee, by a physician or physicians approved by the City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to fellow employees, or to the employee's own permanent health.

9.4 Employees who are receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group insurance coverage during the period in which they are receiving

temporary disability compensation for up to a maximum of a cumulative total of six (6) months at the City's expense. Thereafter, the employee may maintain group insurance coverage at the employee's own expense during the period of receipt of Workers' Compensation temporary disability payments.

ARTICLE 10

Employee Status

10.1 Employees will be designated as regular, probationary, temporary, or part-time regular, depending upon the purpose for which they are hired and their length of continuous service with the City.

10.2 A regular employee is defined as an employee who has six (6) months or more seniority with the City in full-time employment. The probationary period for employees classified as Public Safety Dispatcher may be extended for an additional six (6) months in order to allow the City more time to review the employee's performance prior to attaining regular status, whenever either performance deficiencies are noted during the first six (6) months of employment, or the employee has not completed all phases of training as a Public Safety Dispatcher.

10.3 A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as the employee becomes eligible. Upon completion of six (6) months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive work days.

10.4 A temporary employee is defined as an employee hired for a period of less than one thousand (1,000) hours in a fiscal year. A temporary employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature; nor shall the employee accrue seniority or promotion and transfer rights, or leave of absence rights. However, the employee shall be entitled to pro-rated holiday pay based on hours worked. If a temporary employee is reclassified to probationary status the employee shall be credited with all continuous service in determining completion of probationary status and eligibility for such benefits as may accrue to the employee in

the new status. Upon completion of one thousand (1,000) hours of continuous service in a fiscal year with the City, a temporary employee shall be given the status of a probationary employee. Such employees shall not be used to permanently replace or supplant regular employees.

10.5 A part-time regular employee is defined as an employee hired for employment of less than full-time (8 hours per day, 5 days per week) or whose work period is not necessarily regularly scheduled and who normally works less than full-time, and who has worked more than one-thousand (1,000) hours in a fiscal year and is regularly assigned to work more than half-time. A part-time regular employee shall receive not less than the minimum rate for the job, and shall be eligible for sick leave pay, holiday pay, vacation pay, retirement plan participation, and items of a similar nature, on a prorated basis. The employee shall be eligible to participate in the City's insurance programs on the same basis as a full-time regular employee. The employee shall accrue seniority and leave of absence rights. If a part-time regular employee is reclassified to probationary or regular employee status, the employee shall be credited with all service as a part-time regular employee in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

ARTICLE 11

Wages and Classifications

11.1 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. The effective date of promotion to a new classification or higher wage step shall be the first day of the pay period following qualification for the promotion. Whenever an employee is appointed to a higher paying classification, the employee shall be paid at the wage rate of the classification to which the employee is appointed, which is next higher to the employee's present wage rate, but not less than five (5) percent higher, and in any event not more than the top wage rate of the new classification. After one (1) full year of employment on any salary step except the top step, an employee shall be advanced to the next salary step effective the first day of the pay-period following completion of one (1) full year of service in the previous step.

11.2 The base salary of all eligible employees who have continually worked for the City of Anderson for fifteen (15) years shall be increased by five (5) percent.

11.3 Wages shall be paid at bi-weekly intervals on Thursday for a pay-period ending no earlier than the preceding Friday. If a payday falls on a holiday, payment shall be made on the preceding workday.

11.4 When an employee is temporarily assigned to work in a higher classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, which is next higher to the employee's present wage rate but not less than five percent (5%) higher, in any event not more than the top wage rate of the temporary classification.

11.5 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

11.6 Shift employees shall be paid shift differential of fifty cents (\$.50) per hour for each hour worked between the hours of 4:00 p.m. and 12:00 p.m. Employees shall be paid shift differential of seventy-five cents (\$.75) per hour for each hour worked between the hours of 12:00 p.m. and 8:00 a.m.

11.7 Employees who possess and maintain recognized qualifying certificates, at least one level in excess of the minimum that may be required for the job they currently hold, shall have their pay-rate increased by an additional five percent (5%). Qualifying certificates include: 1) State of California Wastewater Treatment Plant Operator, Grade II; 2) California Water Pollution Control Association Collection System Maintenance Certificate, Grade I; 3) State of California Water Treatment Certificate I; 4) State of California Pesticide Applicator Certificate; 5) Any State of California Equipment Mechanic Certificate in addition to the required Commercial Brake Inspection Certificate and Air Conditioning Refrigerant Recovery Certificate; 6) State of California Commission on Peace Officers Standards Training Computer Aided Dispatch Instructor Certificate; 7) Any other California Certificate which, in the opinion of the City Manager, is of significant benefit to the City. For the classification of Wastewater Treatment Plant Operator III or Wastewater Treatment Plant Supervisor, an employee holding a State of California Wastewater Treatment Plant Operator III Certificate shall be granted five percent certificate pay.

11.8 Not later than December 31, 2005, City agrees to complete classification reviews for the classifications of Recreation Supervisor and Secretary in the Parks and Recreation Department and the classification of Clerk Typist II in the Police Department.

11.9 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates."

ARTICLE 12

Hours and Overtime

12.1 Each employee shall report for work at a regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the employee's immediate supervisor. Time spent in traveling between an employee's headquarters and the work site shall be considered as time worked.

12.2 Except as otherwise provided herein, a work week is defined to consist of seven (7) consecutive calendar days, Saturday through Friday. For those employees assigned to non-shift duty, the basic workweek shall consist of five (5) consecutive work days of eight (8) hours each with a meal break on the employee's own time near the middle of the work period. For those employees who are assigned to shift work the basic work week shall consist of five (5) consecutive work days of eight (8) hours each with a meal break during duty hours near the middle of the work period for those employees assigned to other than the day shift. For those employees assigned to the day shift the meal break shall be on the employee's own time near the middle of the work period. Shift work hours are 12:00 midnight to 8:00 a.m., 7:00 a.m. to 4:00 p.m., and 4:00 p.m. to 12:00 midnight. The work days for non-shift employees shall normally be Monday through Friday. With the exception of shift rotations, the work schedule for shift employees shall normally consist of five (5) consecutive work days and two (2) consecutive non-work days. A twelve-hour shift schedule will be implemented by all Public Safety Dispatcher/Record Clerks assigned to the Anderson Police Department. With the exception of shift rotations, the work schedule for Public Safety Dispatcher/Record Clerks shall consist of six (6) twelve-hour shifts and one (1) eight-hour shift in an eighty-hour work period. A Public Safety Dispatcher/Records Clerk shall not be required to work more than sixteen (16) consecutive hours unless one of the following occurs as determined by the Chief of Police or his designee:

- 1) An emergency arises which requires additional temporary staffing to deal with the emergency.
- 2) Required minimum staffing cannot be maintained due to the absence of regularly scheduled staff. In such instances, the City shall first call the employee designated to the cover shift and then attempt to call in off-duty personnel in accordance with current practice.

Public Safety Dispatcher/Record Clerks' one (1) eight-hour shift shall be scheduled in the same manner on the shift schedule as the six (6) twelve-hour shifts. The eight-hour day will be approved and scheduled by the Lead Dispatcher.

The foregoing work hours, work days, and work schedules may, however, be modified from time to time by the department head as he determines necessary by the needs of the service. Except for mutual agreement, all shift employees shall be rotated every three (3) months. Whenever it becomes necessary to reschedule any employee's work days and/or work hours the department head will give as much notice as possible. The City will not reschedule individual employees solely for the purpose of avoiding overtime work.

12.3 Each employee shall be entitled to a break of twenty (20) minutes with pay during each one-half of the regularly scheduled work day. Whenever practicable, the break shall be taken at the work site. If travel from and to the work site is necessary, the travel time shall be included within the twenty (20) minute break time. Missed breaks shall not be accumulated, nor shall the employee receive additional compensation for missed breaks.

12.4 Notwithstanding Section 12.3 above, when it is practical, the City will arrange for Public Safety Dispatcher/Records Clerks and Lead Dispatchers to be relieved for their twenty (20) minute early break, thirty (30) minute meal break and twenty (20) minute late break. In the event Public Safety Dispatcher/Records Clerks and Lead Dispatchers are unable to exercise their twenty (20) minute early break, thirty (30) minute meal break and/or twenty (20) minute late break, they will be additionally compensated for their missed break(s) minute-for-minute at their current hourly wage rate. When given the opportunity, either by a second Public Safety Dispatcher/Records Clerk, Lead Dispatcher or by another Anderson Police Department employee, Public Safety Dispatcher/Records Clerks and Lead Dispatchers shall take their twenty (20) minute early break, thirty (30) minute meal break and/or twenty (20) minute late break. In the event Public Safety Dispatcher/Records Clerks and Lead Dispatchers are given the opportunity to take any or all of their breaks and refuse to do so, they will not be entitled to the additional compensation described above for missed breaks. This Section 12.4 will remain in effect unless and until either party gives the other party 60 days written notice of cancellation.

12.5 During the term of this Memorandum of Understanding, the City and Union may meet and confer to propose and consider adopting possible modifications to work schedules.

12.6 Overtime is defined as: a) time worked in excess of eight (8) hours in a workday, b) time worked on a non-workday, and c) time worked on a holiday. Overtime work shall be computed to the nearest one-quarter (1/4) hour. Time worked as defined herein as a result of a periodic shift change as in Section 12.2 shall not be regarded as overtime for compensation purposes. For Public Safety Dispatcher/Record Clerks working the twelve-hour shift schedule

defined in Section 12.2, overtime shall not be accrued until an employee works more than twelve hours on a scheduled twelve-hour shift or more than eighty hours in a work period. A Public Safety Records Clerk who works more than eight hours on the one scheduled eight-hour work shift shall accrue overtime after eight hours worked.

12.7 Compensation for overtime work shall be paid at a rate equivalent to one and one-half (1 1/2) times the employee's regular rate of pay or at the employee's option, providing it is legally permissible, the employee may elect to receive time off with pay at the rate of one and one-half (1 1/2) hours off for each overtime hour worked. The maximum accumulation of compensatory time off shall be one hundred twenty (120) hours. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. During the months of April, July, October and December each year, employees may elect to receive compensation for the employee's accumulated compensatory time off hours, up to eighty (80) hours per year. Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive compensation for any unused compensatory time off previously earned.

12.8 Employees who are required to report for work on their non-workdays or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked plus one-quarter (1/4) hour travel time each way, but in any event for not less than three (3) hours compensation. If an employee who is called out for such work prior to the employee's regular hours on a workday continues to work into their regular work hours, the employee shall be paid overtime compensation only for the actual overtime worked. If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked.

12.9 Whenever any two employees of the Police Department desire to trade shifts with each other, the proposal must be submitted to the Chief of Police in advance of the proposed shift trade. No trade shall occur without approval of the Chief of Police. All shift trades shall be completed within a work week in order to avoid overtime compensation for either employee under either the provisions of this Memorandum of Understanding or the provisions of the Fair Labor Standards Act. Whenever an approved shift trade is not consummated, the City shall make appropriate adjustments in each employee's pay, as dictated by the circumstances.

12.10 Overtime work shall be distributed as equitably as is practicable among those employees who are qualified and available and who volunteer for overtime work and the City shall not require

employees who have worked overtime to take equivalent time off during regular work hours without pay.

12.11 Whenever the Chief of Police designates a Public Safety Dispatch employee as the shift relief employee, such employee shall be paid two and one-half (2½) percent more than the employee's basic wage rate as compensation for being required to move from shift to shift upon short notice for relief purposes. Whenever such employee is not relieving another employee, said employee shall be assigned to a shift as established by the Chief of Police. No employee will be required to function as the shift relief employee for more than eight (8) consecutive months without the employee's agreement.

12.12 To ensure timely response to wastewater collection emergencies during non-shift and non-scheduled overtime hours, wastewater collection employees holding the classifications of Wastewater Collection Working Supervisor and Maintenance Worker shall be available on stand-by for emergency call-outs on a rotating weekly basis, with the weekly rotation approved by the Chief Wastewater Treatment Plant Operator. To ensure timely response to wastewater treatment emergencies during non-shift and non-scheduled overtime hours, wastewater treatment employees holding the classifications of Wastewater Treatment Plant Supervisor, Wastewater Treatment Plant Operator III, and Wastewater Treatment Plant Operator shall be available on stand-by for emergency call-outs on a rotating weekly basis, with the weekly rotation approved by the Chief Wastewater Treatment Plant Operator. Compensation for each week of stand-by served shall be \$180 (one hundred eighty dollars). Stand-by pay is in addition to overtime pay for call-outs when employees on stand-by are actually called out to respond to wastewater collection or treatment emergencies. Employees on stand-by are off duty and are free to pursue whatever private interests they may choose, except that while on stand-by they are required to refrain from activities that might impair their ability to safely and efficiently perform emergency wastewater collection or treatment duties if called-out for duty, and that employees on stand-by must be available at all times to be contacted by telephone, cell phone, radio or pager and to remain within a reasonable distance of the City of Anderson in order to respond to an emergency call-out as soon as possible but in any event not longer than thirty minutes. Employees who become ill or who otherwise experience a personal emergency while on stand-by must contact the Chief Wastewater Treatment Plant Operator or his/her designee immediately so that an alternative employee may be assigned stand-by during that illness or personal emergency. In this event, a prorata share of the ill employee's stand-by compensation for the week shall not be paid to the ill employee and shall instead be paid to the employee who receives the replacement stand-by assignment.

12.13 Employees holding the classifications of Water Working Supervisor, Parks Supervisor, Maintenance Working Supervisor, Lead Maintenance Worker, and Maintenance Worker who are required to work scheduled weekend duty shall be compensated for scheduled weekend time worked, with a minimum of four hours overtime compensation per scheduled weekend shift worked.

ARTICLE 13

Promotion and Transfer

13.1 All promotions and transfers shall be in accordance with standards and procedures as determined by the City.

13.2 Whenever new or additional positions are created by the City Council or vacancies other than temporary vacancies occur, the City shall post such position vacancies for ten (10) calendar days, in order to give employees the opportunity to apply for such position vacancies. In filling such positions, the City shall give first consideration to regular employees who are fully qualified for such position vacancies prior to employing a person from outside the bargaining unit. Whenever two (2) equally qualified employees have applied for the same position vacancy, the senior employee will receive first consideration for the position vacancy.

13.3 All promotional appointments will be for a trial period of six (6) months. Whenever an employee's promotional appointment is terminated during the trial period, the employee shall either be returned to the previous classification in which either the probationary period or a previous trial period was completed or to another classification which is mutually acceptable.

ARTICLE 14

Demotion and Layoff

14.1 When it becomes necessary for the City to layoff regular employees, the City will give employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks' notice of layoff. Where probationary, temporary, or part-time employees are to be laid off, no notice of layoff need be given. Within each classification, all employees, other than regular employees, shall be laid off prior to regular employees being laid off. Regular employees shall be laid off in the reverse order of City seniority with the least senior employee being laid off first.

14.2 An employee whose position has been abolished may elect to displace another employee in the bargaining unit provided the employee either is qualified to perform the duties of the other classification, or previously satisfactorily performed the duties

of the other classification, and the employee has greater City seniority than the employee to be displaced. Employees who elect to displace to another classification shall be probationary for six (6) months unless the employee has previously served at least six (6) months in the other classification. Whenever an employee demotes to a lower-paying classification the employee shall be placed on the salary step which has a wage rate closest to the employee's previous wage rate.

14.3 Laid-off employees' names shall be kept on a re-employment list for a period of one (1) year from the date of layoff, and shall have preferential re-hire rights to the classification from which laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid off employee of a re-employment opportunity, the City shall do so by use of registered mail to the employee's last known address. If an employee does not accept such offer of re-employment within seven (7) calendar days, the employee's name shall be removed from the re-employment list and the employee shall no longer have re-employment rights.

14.4 Employees who have elected to demote into a lower paying classification shall have preferential promotion rights to the classification from which they demoted in the reverse order of demotion for a period of one year from the date of the employee's demotion. If an employee does not accept an offer of promotion to the classification from which the employee was demoted, the employee will lose all preferential rights to re-promotion.

ARTICLE 15

Leave of Absence

15.1 Leave of absence without pay may be granted to regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted shall be considered as an urgent and substantial reason and in such cases a leave will be granted.

15.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work.

15.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence.

Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.

15.4 An employee's status as a regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

15.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate employment with the City.

15.6 An employee on a leave of absence in excess of thirty (30) days as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage providing the full monthly premium is received by the City on or before the first day of the month for which the premium is intended.

ARTICLE 16

Expenses

16.1 Whenever an employee uses the employee's personal automobile for the City's convenience, the employee will be reimbursed therefor at the rate per mile as established by the City from time to time, except however that the mileage rate shall not be reduced below the level established at the time of execution of this Memorandum of Understanding.

16.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed expenses for board and lodging in amounts as established by the City from time to time for the duration of such assignment, provided they board and lodge at places to be designated by the City. Future modifications of the City's policies relative to the foregoing shall not result in a reduction in the reimbursement rates as established as of the date of execution of this Memorandum of Understanding.

16.3 If the City requires an employee to perform emergency overtime work outside of the regular work hours on either work days

or non-work days, the City will provide meals to the employees at intervals of approximately four (4) hours but not more than five (5) hours insofar as it is practicable for the City to do so, and for as long as the work continues. The cost of such meals at the City's expense shall be limited to the regularly established per diem rates as established by the City Council. If an employee's meal exceeds the per diem rates, the excess shall be paid by the employee.

ARTICLE 17

Sick Leave

17.1 Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of eight (8) hours per calendar month.

17.2 Sick leave shall be allowed for a non-work related absence due to the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, confinement for medical treatment, or serious illness or disability of a member of the employee's immediate family up to a maximum of twenty-four (24) hours. Immediate family as used herein shall be as defined in Section 18.1. Whenever any employee is entitled to receive sick leave with pay and also disability insurance benefits, sick leave compensation shall be added to all disability insurance benefits up to a maximum of full pay but in any event the combination of sick leave compensation and disability insurance pay shall not exceed one-hundred percent (100%) of the employee's regular payrate.

17.3 Where management believes there is an abuse of sick leave, management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to himself, or to fellow employees, or to the employee's own permanent health.

17.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

17.5 A Public Safety Dispatcher/Record Clerk working the twelve-hour shift schedule defined in Section 12.2 who takes a sick leave day during a scheduled twelve-hour shift shall be charged for twelve hours sick leave. A Public Safety Dispatcher/Record Clerk

working the twelve-hour shift schedule defined in Section 12.2 who takes a sick leave day during a scheduled eight-hour shift shall be charged for eight hours sick leave.

ARTICLE 18

Funeral Leave

18.1 Regular and probationary employees who are absent from work due to the death of a member of the employee's "immediate family" may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to be absent from work, but not to exceed twenty-four (24) working hours. "Immediate family" as used herein includes only employee's spouse, children, step children, grandchildren, brothers, sisters, parents, step parents, parents-in-law, and grandparents.

18.2 The City Manager may grant additional funeral leave from sick leave credits, if any, where special circumstances warrant.

ARTICLE 19

Holidays

19.1 Regular, probationary, and full-time temporary employees except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

1. January 1, known as "New Year's Day"
2. Third Monday in January, known as "Dr. Martin Luther King Jr.'s birthday"
3. February 12, known as "Lincoln's Birthday"
4. Third Monday in February, known as "Washington's Birthday"
5. Last Monday in May, known as "Memorial Day"
6. July 4, known as "Independence Day"
7. First Monday in September, known as "Labor Day"
8. The second Monday in October, known as "Columbus Day"
9. November 11, known as "Veterans Day"
10. Thanksgiving Day
11. The day following Thanksgiving Day
12. The workday before Christmas Day
13. December 25, known as "Christmas Day"
14. Employee's Birthday

If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday, other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday except by those employees who are

regularly scheduled to work on Saturday, other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive eight (8) hours pay at the employee's regular hourly wage rate. Notwithstanding the foregoing, an employee may observe the employee's birthday holiday on the employee's birthday or the holiday may be deferred and scheduled in the same manner as vacations are normally scheduled. The holiday known as "Columbus Day" shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled and must be taken off within the fiscal year earned.

19.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefor at the overtime rate of pay for all time worked on such days. Public Safety Dispatcher/Record Clerks who work twelve hours on a twelve-hour shift schedule on a holiday shall, in addition to the employee's eight hours of holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days. An employee may, however, at the employee's option, elect to observe that holiday at another time to be scheduled in the same manner as vacation days are normally scheduled, in which event any such employee will only be compensated for time worked on that day at the overtime rate of pay and shall not receive holiday pay for such day. Whenever an employee elects to defer the observation of a holiday off with pay as provided herein, such holiday time off with pay shall be combined with compensatory time off with pay, if any, as provided by section 12.4, and shall be subject to the limitations contained therein.

19.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

19.4 Public Safety Dispatchers who are assigned and who work Independence Day, Thanksgiving Day, or Christmas Day shall receive holiday pay in hours equal to the number of hours of their assigned shift (e.g. 9, 10, or 12 hours). During the term of this MOU, should any other employees receive holiday equal to their assigned shift beyond the Independence Day, Thanksgiving Day, or Christmas Day holidays, Public Safety Dispatchers shall then also be entitled to such holiday pay.

ARTICLE 20

Vacations

20.1(a) Regular and probationary employees of the City shall accrue vacations with pay as follows:

20.1(b) At the rate of eighty (80) hours per year worked, or on paid leave, from the date of employment through the fourth (4th) year of employment.

20.1(c) At the rate of one-hundred twenty (120) hours per year worked, or on paid leave, from the fifth (5th) anniversary date through the ninth (9th) year of employment.

20.1(d) At the rate of one hundred sixty (160) hours per year worked, or on paid leave, from the tenth (10th) anniversary date.

20.1(e) For each full year of service after fifteen (15) continuous years of service, employees hired prior to August 17, 1999, shall be granted an additional eight hours accumulation of vacation in addition to that set forth in 20.1(d), above.

20.1(f) For each full year of service after fifteen (15) continuous years of service, employees hired on or after August 17, 1999, shall be granted an additional eight hours accumulation of vacation in addition to that set forth in 20.1(d), above, up to a maximum accumulation of two hundred forty (240) hours per year.

20.2 Vacation cannot be accrued while an employee is in a non-pay status.

20.3 Vacations shall be scheduled by the department head after consideration of the wishes of the employee and the needs of the service. No employee shall be permitted to take more than twenty (20) consecutive working days of vacation without the authorization of the City Manager. No employee may take accumulated vacation time prior to the completion of six (6) full months of service to the City. No less than one (1) hour of vacation may be taken at any one (1) time.

20.4 The City shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

20.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

20.6 A maximum of two (2) years of vacation accumulation may be accrued as of June 30th each year. In January each year the City will give notice to every employee who is expected to exceed the maximum accumulation the following June 30, unless vacation to be taken off is scheduled. Such employee will be given the opportunity to schedule an appropriate amount of vacation time off with pay, or if the employee fails to do so the City will schedule the employee's vacation prior to June 30 of each year. Whenever an employee would lose vacation credits as a result of the foregoing maximum and the employee is not at fault in scheduling vacation time off, the City may in its discretion either allow the maximum vacation accumulation to be exceeded or may compensate the employee for any vacation time in excess of the maximum accumulation. Furthermore, employees may, at their option, transfer any accrued vacation hours to their sick leave bank.

20.7 Whenever any employee has accrued one hundred twenty (120) hours or more vacation allowance as set forth in 20.1 (a-f), the City will, at the employee's option during the months of April, July, October and December each year, compensate the employee for up to forty (40) hours of accumulated vacation per fiscal year.

20.8 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation period previously earned.

20.9 A Public Safety Dispatcher/Record Clerk working the twelve-hour shift schedule defined in Section 12.2 who takes a vacation/CTO day during a scheduled twelve-hour shift shall be charged for twelve hours vacation/CTO. A Public Safety Dispatcher/Record Clerk working the twelve-hour shift schedule defined in Section 12.2 who takes a vacation/CTO day during a scheduled eight-hour shift shall be charged for eight hours vacation/CTO.

ARTICLE 21

Uniforms

21.1 The City will provide uniforms for those employees who are required as a condition of employment to wear such uniforms while on duty. Such employees will provide all maintenance and cleaning for such uniforms.

21.2(a) Employees assigned to public safety dispatching, animal control, or community service officer assignments will be required as a condition of employment to wear uniforms. Each employee shall receive an annual uniform allowance of four hundred fifty dollars (\$450) at the time of the employee's original appointment. Upon completion of one full year of service, an employee shall receive an amount equivalent to one-twelfth (1/12) of the annual allowance

for each full month or major fraction thereof, between the employee's first anniversary date and the following July 1. On the next July 1, and each July 1 thereafter, the employee shall receive an annual uniform allowance of four hundred fifty dollars (\$450).

21.2(b) If an employee assigned to public safety dispatching, animal control, or community service officer assignments terminates employment prior to becoming entitled to the next uniform allowance payment, the employee may be required to return one-twelfth (1/12) of the annual allowance for each month or major fraction thereof between the employee's termination date and the next uniform allowance payment date.

21.3 The City will provide protective clothing and maintenance of such clothing to those employees who are required to work with grease, chemicals, or other substances which are hazardous to the employees or their clothing.

21.4 The City will provide rain coats with hoods or rain hats, rain pants and rain boots for all employees who are required to work outdoors during inclement weather.

21.5 For those maintenance employees who are required to wear boots, the City will pay an allowance to each employee of two hundred twenty five (\$225.) per year, for the purpose of boot maintenance and replacement.

ARTICLE 22

Employee Evaluations

22.1 Each employee shall be evaluated in writing by their management-level supervisor at least once each year. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations and to attach a written response to the evaluation.

22.2 Probationary employees shall be evaluated after three months of employment and prior to attaining regular status.

22.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the department head and upon request, shall have the right to have a Union representative present. The employee shall also have the right to attach a written rebuttal within thirty (30) days of the date of the review of the evaluation.

ARTICLE 23

Employee Discipline

23.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing nor the right to file a grievance with respect thereto except, however, such employee shall have the right to meet with the department head to discuss the disciplinary action. Upon completion of the probationary period employees shall be subject to disciplinary action for just cause as prescribed herein.

23.2 The City has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, reduction in compensation, retention on the same step of the salary schedule, transfer, demotion and discharge. The City will follow progressive disciplinary steps.

23.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming regular, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the City.

23.4 Causes for disciplinary action include, but are not limited to, the following:

- a) Use of or being under the influence of intoxicating beverages or illegal drugs on the job.
- b) Conviction of any criminal law which affects employee's ability to function on the job.
- c) Insubordination.
- d) Dishonesty.
- e) Absence without proper advance notification to the City unless it is impossible to provide such notice.
- f) Willful misconduct to the detriment of the City.
- g) Inefficiency in the performance of an employee's duties.
- h) Filing false claims for sick leave or workers' compensation benefits.
- i) Willful damage to public property or equipment or waste of public supplies.
- j) Fraud in securing employment.
- k) Interference with other employees in the performance of their duties to the detriment of the City.
- l) Carelessness or negligence in the use of public property or equipment.
- m) Discourteous, offensive, or abusive conduct or language toward other employees or the public.

- n) Providing false information to the City, including but not limited to information supplied on employment application forms, employment records, or any other documents in connection with an employee's duties.
- o) Violation of, or refusal to obey, reasonable rules and regulations of the City or laws or regulations of the State of California.
- p) Repeated or unexcused tardiness.
- q) Failure to possess or keep in effect any required license, certificate, or similar employment requirements specified in the employment class specification, or as otherwise necessary for the employee to perform the duties of the position.

23.5 Prior to the imposition of discipline of a regular status employee other than an oral or written reprimand or a suspension of five (5) or fewer days, the City shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on such charges, and the right of representation. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the department head shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

ARTICLE 24

Miscellaneous

24.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay.

24.2 No derogatory material shall be placed in an employee's personnel file without the employee's knowledge. Any employee, at the employee's request, shall be permitted to review the employee's own personnel file and to receive a copy of any document contained therein. The file may not, however, be removed from the Office.

24.3(a) The City will provide a copy of this Memorandum of Understanding to each employee within thirty (30) days of ratification by the City Council.

24.3(b) In addition the City will provide a copy of this Memorandum of Understanding to newly hired employees no later than the fifth (5th) date of employment.

24.4 Qualification for employment and continued employment is dependent upon the applicant and the employee meeting the City's medical, mental, and physical standards.

24.5 The City may provide a pager to employees who may be called back to duty.

24.6 Management level supervisors of employees covered by this Memorandum of Understanding shall not regularly perform the duties which are regularly performed by employees holding classifications covered by this Memorandum of Understanding. It is understood, however, that a management-level supervisor may not be prevented from performing any duties necessary to accomplish the goals of the City.

24.7 Whenever any employee is required to have a State of California driver license of a class level higher than the normal California driver license, the City will pay the additional state license fee and the periodic physical examination cost. The City will also allow the employee to use City vehicles for any required driving test and will allow the employee time off with pay during regular working hours to take any state-required driver license tests.

24.8 Whenever the City requires an employee to have a certificate or license for water or wastewater treatment or pesticide handling, the City will pay the employee's cost of obtaining and maintaining the required certificate or license, provided the City approves the expense in advance. If an employee fails the first test the City will only pay for the first test and one (1) additional test.

24.9 Employees who complete authorized courses with a passing grade may, upon application, be reimbursed for their tuition, provided the employee obtained prior approval from their Department Director and the City Manager and the course is related to the employee's job.

ARTICLE 25

Employee Benefit Programs

25.1 Retirement Plan: All regular and probationary employees are covered by the State of California Public Employees' Retirement System supplemental to Social Security pursuant to a contract with

the Public Employees' Retirement System. The basic benefit formula is known as the 2% at age 55. The option of granting Public Employees' Retirement System benefit credit for unused sick leave will be included. The City will pay both the employer and the employee cost of such retirement program.

25.1(a) Effective July 1, 2008, in place of the 2% at age 55 retirement plan described in Article 25.1 above, the City shall implement the California Public Employee's Retirement System plan with the benefit formula of 2.7% at age 55 integrated with Social Security. The City will pay the 1% difference in the member contribution (from 7% to 8%) that is required of the 2.7% at age 55 retirement plan. If at the time the City is contractually obligated to implement the 2.7% at age 55 retirement benefit this benefit plan is no longer available from the California Public Employee's Retirement System, the City will deposit 6.1% of PERSable salary per pay period per employee into each employee's account under the City's available Section 457 Deferred Compensation Plan, effective July 1, 2008.

25.1(b) As of July 1, 2005, the City's current employer contribution to fund employee retirement is 16.326% plus the 7.000% City-paid employee contribution, for a total City retirement contribution of 23.326% of PERSable salary. If during the term of this agreement, the City's total required retirement contribution exceeds 29.430% for both the employer and employee share combined, employees shall pay, through payroll deduction, the entire amount above 29.430% through their member contribution, and, to the extent lawful, this deduction shall be made on a pre-tax basis. This required payroll deduction shall commence at the same time the City's combined contribution exceeds 29.430% and shall continue until the City's combined contribution no longer exceeds 29.430%.

25.2 Group Insurance: All regular, probationary, and part-time regular employees and their dependents are eligible to participate in the Northern California General Teamsters Security Fund, Plan B group insurance benefit program consisting of medical, dental, prescription drug, vision (through Vision Service Plan), disability, and life insurance benefits effective the first day of the month following employment. The City shall pay 93.3% of the premium cost of the benefits set forth above, and employees shall pay 6.7% of the premium cost of the benefits set forth above. The employee share shall be paid by each employee by automatic payroll withholding. At the discretion of the City, employees not covered by this Memorandum of Understanding shall be eligible to participate in the foregoing group insurance program. Eligible employees are those that have pay status for a minimum of eighty (80) hours the preceding month for coverage the following month.

25.3 All regular employees will be covered at City expense by term life insurance benefits equal to one year of salary.

25.4 All regular employees are entitled to coverage by a long-term disability insurance program with a three hundred sixty-five (365) day elimination period, with the City paying the full cost of such insurance program.

25.5 Represented employees shall participate in employee-paid State Disability Insurance (SDI), with employee payments made as a payroll deduction.

25.6 During the term of the agreement, Union and City shall develop a new catastrophic leave bank donation program for the benefit of members, and City shall implement the program.

25.7 The City shall offer employees a Section 125 benefit plan.

ARTICLE 26

Savings Provision

26.1 If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 27

Effect of Memorandum of Understanding

27.1 It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over City practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 28

Entire Agreement

28.1 Except as specifically provided in Article 29 (Term), during the term of this Memorandum of Understanding, the Union expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the City shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were

proposed and later withdrawn. Notwithstanding the foregoing, however, if the City exercises its right to contract out bargaining unit work or services, at the Union's request, the City will meet and confer with the Union on the impact of the City's decision.

ARTICLE 29

Term

29.1 This Memorandum of Understanding shall take effect as of July 1, 1993 and shall remain in full force and effect until the first day of July, 2009, and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, that this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Anderson. Notwithstanding the foregoing, however, the parties may, by mutual agreement, reopen negotiations on the provisions of Article 11, Wages and Classifications or Article 12.4, Shift Schedule. If the City perceives a recruitment problem, as demonstrated by a failed recruitment effort, the parties agree to meet and consult promptly to discuss how to recruit qualified candidates.

29.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

29.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written to be effective July 1, 1993

CITY

UNION

s/William A. Murphy

William A. Murphy
City Manager

s/Dave Hawley

Dave Hawley
Secretary-Treasurer

s/Harry Sippel

Harry Sippel
Recreation and Parks Director

s/Mike Barnes

Mike Barnes
Shop Steward

s/Charles R. Reynolds

Charles R. Reynolds
City Representative

s/Dave Boles

Dave Boles
Shop Steward

s/Catherine L Elliott

Catherine Elliott
Shop Steward

Approved as to form:

s/Michael C Fitzpatrick

Michael C. Fitzpatrick
City Attorney

s/Mary McAlexander

Mary McAlexander
Shop Steward

IN WITNESS WHEREOF, the parties have executed these Amendments to the Memorandum of Understanding on the 18th day of October, 2005, to be effective July 1, 2005.

CITY

UNION

Scott Morgan

Scott Morgan
City Manager

Dave Hawley

Dave Hawley
Secretary-Treasurer

Dana Shigley

Dana Shigley
Assistant City Manager

Frank Mojarr

Frank Mojarr
Shop Steward

Randy Nikolaus

Randy Nikolaus
City Representative

Renee L. Casavan

Renee Casavan
Shop Steward

Rick Haeg

Rick Haeg
City Representative

Liz Cottrell

Liz Cottrell
Shop Steward

Sarah E. Bennett

Sarah Bennett
Shop Steward

Approved as to form:

Michael C. Fitzpatrick

Michael C. Fitzpatrick
City Attorney

Michael Casarina

Michael Casarina
Shop Steward

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: October 1, 2004

Classification	Salary Step Hourly Pay Rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Laborer	\$6.71	\$7.05	\$7.40	\$7.77	\$8.16	\$8.57	\$9.00	\$1,566
Custodian	7.61	7.99	8.39	8.81	9.25	9.71	10.20	1,775
Teen Coordinator	7.77	8.16	8.57	8.99	9.44	9.91	10.41	1,811
Sr. Citizens Coordinator	8.57	9.00	9.45	9.92	10.42	10.94	11.49	1,999
Clerk Typist	8.87	9.31	9.78	10.27	10.78	11.32	11.89	2,069
Clerk Typist II	9.60	10.05	10.58	11.11	11.67	12.25	12.86	2,238
Animal Control Assistant								
Account Clerk	10.76	11.30	11.87	12.46	13.08	13.73	14.42	2,509
Public Safety Records Clerk								
Secretary								
Public Safety Dispatcher/ Records Clerk	11.30	11.87	12.46	13.08	13.73	14.42	15.14	2,634
Animal Control Officer	11.87	12.46	13.08	13.73	14.42	15.14	15.90	2,767
Community Services Officer								
Maintenance Worker								
Lead Account Clerk	12.11	12.72	13.35	14.02	14.72	15.46	16.23	2,824
Lead Dispatcher/ Records Clerk								
Lead Maintenance Worker								
Recreation Supervisor								
Sr. Maintenance Worker	12.46	13.08	13.73	14.42	15.14	15.90	16.69	2,904
Wastewater Treatment Plant Operator	13.08	13.73	14.42	15.14	15.90	16.69	17.52	3,048
Account Clerk Supervisor	13.73	14.42	15.14	15.90	16.69	17.52	18.40	3,202
Engineering Technician								
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Wastewater Collection Working Supervisor								
Water Working Supervisor								
Wastewater Treatment Plant Operator III	14.42	15.14	15.90	16.69	17.52	18.40	19.32	3,362
Building Inspector	15.14	15.90	16.69	17.52	18.40	19.32	20.29	3,531
Wastewater Treatment Plant Supervisor								
Assistant Planner	15.90	16.69	17.52	18.40	19.32	20.29	21.30	3,706

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: July 1, 2005

Classification	Salary Step Hourly Pay Rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Laborer	\$6.91	\$7.26	\$7.62	\$8.00	\$8.40	\$8.83	\$9.27	\$1,613
Custodian	7.84	8.23	8.64	9.07	9.52	10.00	10.50	1,827
Teen Coordinator	8.00	8.40	8.83	9.27	9.73	10.21	10.72	1,865
Sr. Citizens Coordinator	8.83	9.27	9.73	10.21	10.72	11.26	11.83	2,058
Clerk Typist	9.14	9.60	10.08	10.58	11.11	11.67	12.25	2,131
Clerk Typist II	9.89	10.38	10.90	11.45	12.02	12.62	13.25	2,305
Animal Control Assistant								
Account Clerk	11.09	11.64	12.22	12.83	13.47	14.14	14.85	2,584
Public Safety Records Clerk								
Secretary								
Public Safety Dispatcher/ Records Clerk	11.64	12.22	12.83	13.47	14.14	14.85	15.59	2,713
Animal Control Officer	12.22	12.83	13.47	14.14	14.85	15.59	16.38	2,850
Community Services Officer								
Maintenance Worker								
Lead Account Clerk	12.48	13.10	13.75	14.44	15.16	15.92	16.72	2,909
Lead Dispatcher/ Records Clerk								
Lead Maintenance Worker								
Recreation Supervisor								
Sr. Maintenance Worker	12.83	13.47	14.14	14.85	15.59	16.38	17.19	2,991
Wastewater Treatment Plant Operator	13.47	14.14	14.85	15.59	16.38	17.19	18.05	3,141
Account Clerk Supervisor	14.14	14.85	15.59	16.38	17.19	18.05	18.95	3,297
Engineering Technician								
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Wastewater Collection Working Supervisor								
Water Working Supervisor								
Wastewater Treatment Plant Operator III	14.85	15.59	16.38	17.19	18.05	18.95	19.90	3,463
Building Inspector	15.59	16.38	17.19	18.05	18.95	19.90	20.90	3,637
Wastewater Treatment Plant Supervisor								
Assistant Planner	16.38	17.19	18.05	18.95	19.90	20.90	21.94	3,818

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: July 1, 2006

Classification	Salary Step Hourly Pay Rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Laborer	\$7.26	\$7.62	\$8.00	\$8.40	\$8.83	\$9.27	\$9.73	\$1,693
Custodian	8.23	8.64	9.07	9.52	10.00	10.50	11.03	1,919
Teen Coordinator	8.40	8.83	9.27	9.73	10.21	10.72	11.26	1,959
Sr. Citizens Coordinator	9.27	9.73	10.21	10.72	11.26	11.83	12.42	2,161
Clerk Typist	9.60	10.08	10.58	11.11	11.67	12.25	12.86	2,238
Clerk Typist II	10.38	10.90	11.45	12.02	12.62	13.25	13.91	2,420
Animal Control Assistant								
Account Clerk	11.64	12.22	12.83	13.47	14.14	14.85	15.59	2,713
Public Safety Records Clerk								
Secretary								
Public Safety Dispatcher/ Records Clerk	12.22	12.83	13.47	14.14	14.85	15.59	16.38	2,850
Animal Control Officer	12.83	13.47	14.14	14.85	15.59	16.38	17.19	2,991
Community Services Officer								
Maintenance Worker								
Lead Account Clerk	13.10	13.75	14.44	15.16	15.92	16.72	17.56	3,055
Lead Dispatcher/ Records Clerk								
Lead Maintenance Worker								
Sr. Maintenance Worker	13.47	14.14	14.85	15.59	16.38	17.19	18.05	3,141
Wastewater Treatment Plant Operator	14.14	14.85	15.59	16.38	17.19	18.05	18.95	3,297
Recreation Supervisor								
Account Clerk Supervisor	14.85	15.59	16.38	17.19	18.05	18.95	19.90	3,463
Engineering Technician								
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Wastewater Collection Working Supervisor								
Water Working Supervisor								
Wastewater Treatment Plant Operator III	15.59	16.38	17.19	18.05	18.95	19.90	20.90	3,637
Building Inspector	16.38	17.19	18.05	18.95	19.90	20.90	21.94	3,818
Wastewater Treatment Plant Supervisor								
Assistant Planner	17.19	18.05	18.95	19.90	20.90	21.94	23.04	4,009

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: July 1, 2007

Classification	Salary Step Hourly Pay Rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Laborer	\$7.62	\$8.00	\$8.40	\$8.83	\$9.27	\$9.73	\$10.21	\$1,777
Custodian	8.64	9.07	9.52	10.00	10.50	11.03	11.58	2,015
Teen Coordinator	8.83	9.27	9.73	10.21	10.72	11.26	11.83	2,058
Sr. Citizens Coordinator	9.73	10.21	10.72	11.26	11.83	12.42	13.04	2,269
Clerk Typist	10.08	10.58	11.11	11.67	12.25	12.86	13.50	2,349
Clerk Typist II	10.90	11.45	12.02	12.62	13.25	13.91	14.61	2,542
Animal Control Assistant								
Account Clerk	12.22	12.83	13.47	14.14	14.85	15.59	16.38	2,850
Public Safety Records Clerk								
Secretary								
Public Safety Dispatcher/ Records Clerk	12.83	13.47	14.14	14.85	15.59	16.38	17.19	2,991
Animal Control Officer	13.47	14.14	14.85	15.59	16.38	17.19	18.05	3,141
Community Services Officer								
Maintenance Worker								
Lead Account Clerk	13.75	14.44	15.16	15.92	16.72	17.56	18.44	3,209
Lead Dispatcher/ Records Clerk								
Lead Maintenance Worker								
Sr. Maintenance Worker	14.14	14.85	15.59	16.38	17.19	18.05	18.95	3,297
Wastewater Treatment Plant Operator	14.85	15.59	16.38	17.19	18.05	18.95	19.90	3,463
Recreation Supervisor								
Account Clerk Supervisor	15.59	16.38	17.19	18.05	18.95	19.90	20.90	3,637
Engineering Technician								
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Wastewater Collection Working Supervisor								
Water Working Supervisor								
Wastewater Treatment Plant Operator III	16.38	17.19	18.05	18.95	19.90	20.90	21.94	3,818
Building Inspector	17.19	18.05	18.95	19.90	20.90	21.94	23.04	4,009
Wastewater Treatment Plant Supervisor								
Assistant Planner	18.05	18.95	19.90	20.90	21.94	23.04	24.19	4,209

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: July 1, 2008

Classification	Salary Step Hourly Pay Rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Laborer	\$7.85	\$8.24	\$8.65	\$9.08	\$9.53	\$10.01	\$10.51	\$1,829
Custodian	8.90	9.34	9.81	10.30	10.81	11.35	11.92	2,074
Teen Coordinator	9.08	9.53	10.01	10.51	11.04	11.60	12.18	2,119
Sr. Citizens Coordinator	10.01	10.51	11.04	11.60	12.18	12.79	13.43	2,337
Clerk Typist	10.38	10.90	11.45	12.02	12.62	13.25	13.91	2,420
Clerk Typist II	11.23	11.79	12.38	13.00	13.65	14.33	15.05	2,619
Animal Control Assistant								
Account Clerk	12.59	13.22	13.88	14.57	15.30	16.07	16.87	2,935
Public Safety Records Clerk Secretary								
Public Safety Dispatcher/ Records Clerk	13.22	13.88	14.57	15.30	16.07	16.87	17.71	3,082
Animal Control Officer	13.88	14.57	15.30	16.07	16.87	17.71	18.59	3,235
Community Services Officer Maintenance Worker								
Lead Account Clerk	14.16	14.87	15.61	16.39	17.21	18.07	18.98	3,303
Lead Dispatcher/ Records Clerk								
Lead Maintenance Worker								
Sr. Maintenance Worker	14.57	15.30	16.07	16.87	17.71	18.59	19.52	3,396
Wastewater Treatment Plant Operator	15.30	16.07	16.87	17.71	18.59	19.52	20.50	3,567
Recreation Supervisor								
Account Clerk Supervisor	16.07	16.87	17.71	18.59	19.52	20.50	21.53	3,746
Engineering Technician								
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Wastewater Collection Working Supervisor								
Water Working Supervisor								
Wastewater Treatment Plant Operator III	16.87	17.71	18.59	19.52	20.50	21.53	22.61	3,934
Building Inspector	17.71	18.59	19.52	20.50	21.53	22.61	23.74	4,131
Wastewater Treatment Plant Supervisor								
Assistant Planner	18.59	19.52	20.50	21.53	22.61	23.74	24.92	4,336

MODE = MEMORY TRANSMISSION

START=NOV-22 10:13

END=NOV-22 10:16

FILE NO.=787

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/EMAIL ADDRESS/TELEPHONE NO.	PAGES	DURATION
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002	OK	2	915302433115	004/004	00:01:00

-NLRB REGION 20

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***** -REGION 20

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- *****

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400, San Francisco, California 94103-1735
Telephone: (415) 356-5130 Fax: (415) 356-5156

★ ★ ★ **FAX** ★ ★ ★

****CONFIDENTIALITY NOTICE/OFFICIAL GOVERNMENT BUSINESS****

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call, and return the communication to me at the address above via United States Postal Service. Thank you.

TO:	City of Anderson (530)378-6648 General Teamsters Local 137 (530)243-3115 (International Brotherhood of Teamsters)
FROM:	Scott M. Smith (415)356-5170 Scott.Smith@nlrb.gov
DATE:	11/22/2010
NUMBER OF PAGES: <i>(including this page)</i>	4
Regarding:	City of Anderson Case 20-WH-21
REMARKS:	20-WH-21

**NATIONAL LABOR RELATIONS BOARD
REGION 20**

901 Market Street, Suite 400, San Francisco, California 94103-1735
Telephone: (415) 356-5130 Fax: (415) 356-5156

★ ★ ★ **FAX** ★ ★ ★

****CONFIDENTIALITY NOTICE/OFFICIAL GOVERNMENT BUSINESS****

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call, and return the communication to me at the address above via United States Postal Service. Thank you.

TO:	City of Anderson	(530)378-6648
	General Teamsters Local 137	(530)243-3115
	(International Brotherhood of Teamsters)	
FROM:	Scott M. Smith	
	(415)356-5170	
	Scott.Smith@nrlrb.gov	
DATE:	11/22/2010	
NUMBER OF PAGES:	4	
<i>(including this page)</i>		
Regarding:	City of Anderson	
	Case 20-WH-21	
REMARKS:	20-WH-21	

SUPERVISOR OWENS

BOARD AGENT SMITH

ASSIGNMENT FORM FOR PETITION INVESTIGATION

DATE: 11/18/2010

COMPANY City of Anderson

☐ Employer Card

CASE NO. 20-WH-21

NAICS Code:

913130 922120

Authorization Cards/List received ☐ Cards/List dated ☐

Decertification List received ☐ List dated ☐

Request to Proceed ☐

Joint Petitioner? Yes ☐ No ☒

Joint Recognized Union? Yes ☐ No ☒

Is this case blocked by any other? Yes ☐ No ☒

If yes, enter Case No. of blocking case:

Is there a Companion 8(b)(7)(C) charge? Yes ☐ No ☒

If yes, enter Case No. of Companion charge:

Neutrality/Card Check Issues? Yes ☐ No ☒

(If yes, ARD secretary to make entry in CATS notes)

VR Case Pending? Yes ☐ No ☒

(If yes, ARD secretary to make entry in CATS notes & on VR Assignment & Information form.)

Hearing Date:

11/18

Location of Hearing:

W/H

*copy of this?
unit description?*

FORM NLRB-1026
(9-07)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DO NOT WRITE IN THIS SPACE	
Case No.	20- W. H. -21
Docketed	11/18/2010

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE
UNDER SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

- Petitioner (Name and affiliation, if any) General Teamsters Local 137 (International Brotherhood of Teamsters)
- Employer City of Anderson
- Address of establishment 1887 Howard Street
Anderson, CA 96007
- Industry Public municipality
- Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)
- Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: CA G.C. 3500 et. seq.)
- The following known labor organizations claim to represent employees at the above establishment:

<u>General Teamsters Local 137</u> (Name of labor organization)	<u>6/30/2011</u> (Contract expiration date, if any)
<u>Anderson Police Officers' Assoc.</u> (Name of labor organization)	<u>unknown</u> (Contract expiration date, if any)

Subscribed and sworn to before me this 18th day of November 20 10 at General Teamsters Local 137
3540 S. Market St., Redding, CA 96001
530-243-0232

By [Signature]
(Signature and title of petitioner's representative)
3540 S. Market St., Redding, CA 96001
(Address)
(Telephone number)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to refuse to invoke its processes.

PERSONAL AND CONFIDENTIAL

November 18, 2010

TO: Daniel Owens, Supervising Field Examiner
NLRB
FAX: 1-415-356-5156

FROM: Dee Arrowsmith
E-MAIL: dee@teamsters137.com
PHONE: 530/243-0232
FAX: 530/243-3115

2 pages, including coversheet

REFERENCE: Certification of Representatives as Bona Fide
Under Section 7(b) of FLSA of 1938
City of Anderson

Attached please the above document that was completed for the City of Anderson. Our first attempt for filing of this certification was mailed on May 12, 2010 on an old form.

The original copy and a Labor Agreement has been placed in the mail to your San Francisco Office.

If you have any questions, please feel free to call. Thank you!!

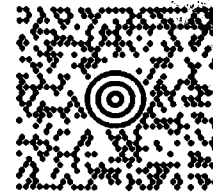
ELIZABETH BAKER
NLRB-CA-BAKER
901 MARKET ST
SAN FRANCISCO CA 941031735

0.5 LBS LTR

1 OF 1

SHIP TO:

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1099 14TH STREET NW
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WASHINGTON DC 20005-3419



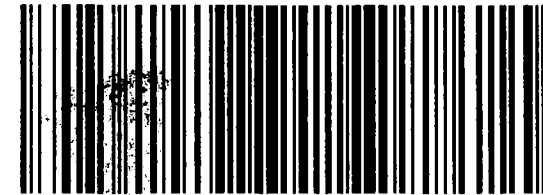
MD 201 9-80



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Department: 20-WH-21 RectoBoard & ROF
First Initial Last Name: WChoo

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ORDER SECTION